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**State:** District of Columbia **Filing Company:** United States Liability Insurance Company  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess  
**Product Name:** Commercial Umbrella  
**Project Name/Number:** NP-MULTI-2019-19-CUP-F/NP-MULTI-2019-9

## Filing at a Glance

Company: United States Liability Insurance Company  
Product Name: Commercial Umbrella  
State: District of Columbia  
TOI: 17.0 Other Liability-Occ/Claims Made  
Sub-TOI: 17.0020 Commercial Umbrella and Excess  
Filing Type: Form  
Date Submitted: 02/14/2020  
SERFF Tr Num: USLI-132253301  
SERFF Status: Submitted to State  
State Tr Num:  
State Status:  
Co Tr Num: NP-MULTI-2019-19-CUP-F  
  
Effective Date: 03/23/2020  
Requested (New):  
Effective Date: 06/21/2020  
Requested (Renewal):  
Author(s): Clare Donnelly, Becky Brown, Stephanie Nemerofsky, Trish Carey  
Reviewer(s):  
Disposition Date:  
Disposition Status:  
Effective Date (New):  
Effective Date (Renewal):

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**State:** District of Columbia  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess  
**Product Name:** Commercial Umbrella  
**Project Name/Number:** NP-MULTI-2019-19-CUP-F/NP-MULTI-2019-9

**Filing Company:** United States Liability Insurance Company

## General Information

Project Name: NP-MULTI-2019-19-CUP-F  
Project Number: NP-MULTI-2019-9  
Reference Organization:  
Reference Title:  
Filing Status Changed: 02/14/2020  
State Status Changed:  
Created By: Trish Carey  
Corresponding Filing Tracking Number: USLI-132253302

Status of Filing in Domicile:  
Domicile Status Comments:  
Reference Number:  
Advisory Org. Circular:  
  
Deemer Date:  
Submitted By: Clare Donnelly

### Filing Description:

We are filing to revise our Commercial Umbrella product. We are revising a form.

Thank you.

## Company and Contact

### Filing Contact Information

Clare Donnelly, Senior State Filing Specialist  
1190 Devon Park Drive  
PO Box 6700  
Wayne, PA 19087

cdonnelly@usli.com  
  
888-523-5545 [Phone] 2518 [Ext]  
610-688-4391 [FAX]

### Filing Company Information

United States Liability Insurance Company	CoCode: 25895	State of Domicile:
1190 Devon Park Drive	Group Code: 31	Pennsylvania
PO Box 6700	Group Name: Berkshire Hathaway Group	Company Type: Property & Casualty
Wayne, PA 19087-2191	FEIN Number: 23-1383313	State ID Number:
(888) 523-5545 ext. 2037[Phone]		

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## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	United States Liability Insurance Company
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
<b>Product Name:</b>	Commercial Umbrella		
<b>Project Name/Number:</b>	NP-MULTI-2019-19-CUP-F/NP-MULTI-2019-9		

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Molestation Or Abuse Limitation	IUL 118	(12-19)	END	Replaced	Previous Filing Number:	USLI-126959414		IUL 118 (12-19).pdf
							Replaced Form Number:	IUL 118 SSO (09-10)		

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**MOLESTATION OR ABUSE LIMITATION**

It is agreed:

We will pay those sums you become legally obligated to pay as “damages” arising out of or resulting from alleged, threatened, or actual “molestation or abuse”, including but not limited to the cost of “defense expense”, together and in total is limited to the **LIMITS OF INSURANCE** shown on the Declarations of this policy. This means “defense expense” arising out of or resulting from alleged, threatened, or actual “molestation or abuse” will reduce the **LIMITS OF INSURANCE** shown on the Declarations of this policy.

When we have used up the **LIMITS OF INSURANCE** shown on the Declarations of this policy by paying settlements, judgments, or “defense expense”, we will have no further right or duty to defend any “claims” or “suits” for molestation or abuse, whether pending at that time or started afterwards.

**EXCLUSIONS**

EXCESS LIABILITY POLICY, Section V. Exclusions, is amended to include the following:

This insurance does not apply to any person who committed or is alleged to have committed any threatened or actual “molestation or abuse”.

COMMERCIAL UMBRELLA POLICY, Section V. Exclusions, a. UNDER COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM) AND COVERAGE B – UMBRELLA LIABILITY INSURANCE is amended to include the following:

This insurance does not apply to any person who committed or is alleged to have committed any threatened or actual “molestation or abuse”.

**DEFINITIONS**

For the purposes of this endorsement only:

The definition of “molestation or abuse” means sexual or physical injury or abuse, and/or improper touching.

Multiple acts of “molestation or abuse” of one or more claimants committed by any one perpetrator shall be deemed to be one occurrence of “molestation or abuse” first occurring at the time of the earliest incident of “molestation or abuse.”

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

<b>SERFF Tracking #:</b>	USLI-132253301	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	NP-MULTI-2019-19-CUP-F
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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	United States Liability Insurance Company		
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess				
<b>Product Name:</b>	Commercial Umbrella				
<b>Project Name/Number:</b>	NP-MULTI-2019-19-CUP-F/NP-MULTI-2019-9				

## Rate Information

Rate data does NOT apply to filing.

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	United States Liability Insurance Company
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
<b>Product Name:</b>	Commercial Umbrella		
<b>Project Name/Number:</b>	NP-MULTI-2019-19-CUP-F/NP-MULTI-2019-9		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Form Comparison
<b>Comments:</b>	
<b>Attachment(s):</b>	IUL 118 (12-19) v. IUL 118 SSO (09-10).pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

**~~UNITED STATES LIABILITY INSURANCE GROUP~~**  
**~~WAYNE, PENNSYLVANIA~~**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA POLICY**  
**EXCESS LIABILITY POLICY**

**MOLESTATION OR ABUSE LIMITATION**

It is agreed:

**SCHEDULE**

**~~MOLESTATION OR ABUSE LIMITS OF LIABILITY~~**

**~~PER OCCURRENCE LIMIT~~ ————— ~~\$1,000,000~~**

**~~GENERAL AGGREGATE LIMIT~~ ————— ~~\$1,000,000~~**

~~The amount we~~ We will pay ~~for those sums you become legally obligated to pay as “damages” arising out of or resulting from alleged, threatened, or actual “molestation or abuse,”~~ including but not limited to the cost of “defense expense”, together and in total is limited ~~as described in MOLESTATION OR ABUSE~~ to the **LIMITS OF INSURANCE** shown on the Declarations of this policy. This means “defense expense” arising out of or resulting from alleged, threatened, or actual “molestation or abuse” will reduce the **LIMITS OF LIABILITY INSURANCE** shown ~~above~~ on the Declarations of this policy.

When we have used up the ~~limits described above for molestation or abuse~~ **LIMITS OF INSURANCE** shown on the Declarations of this policy by paying settlements, judgments, or “defense expense”, we will have no further right or duty to defend any “claims” or “suits” for molestation or abuse, whether pending at that time or started afterwards.

~~The Limits of Liability stated above are part of and shall not increase the Limits of Insurance shown on the Declarations of this policy.~~

**EXCLUSIONS**

EXCESS LIABILITY POLICY, Section V. Exclusions, is amended to include the following: This insurance does not apply to any person who committed or is alleged to have committed any threatened or actual “molestation or abuse”.

COMMERCIAL UMBRELLA POLICY, Section V. Exclusions, a. UNDER COVERAGE A – EXCESS LIABILITY INSURANCE (FOLLOWING FORM) AND COVERAGE B – UMBRELLA LIABILITY INSURANCE is amended to include the following:

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### **DEFINITIONS**

For the purposes of this endorsement only:

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All other terms and conditions of this ~~policy~~Policy remain unchanged. -This endorsement is a part of your ~~policy~~Policy and takes effect on the effective date of your ~~policy~~Policy unless another effective date is shown.